

In re:  
Cynthia Muse  
Debtor

Case No. 15-17096-elf  
Chapter 13

## CERTIFICATE OF NOTICE

District/off: 0313-2

User: Antoinett  
Form ID: pdf900

Page 1 of 1  
Total Noticed: 1

Date Rcvd: Oct 17, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 19, 2018.

db +Cynthia Muse, 3725 N. 15th Street, Philadelphia, PA 19140-3601

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
NONE.

TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Oct 19, 2018

Signature: /s/Joseph Speetjens

---

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 17, 2018 at the address(es) listed below:

ANDREW F GORNALL on behalf of Creditor M&T Bank agornall@kmllawgroup.com, bkgroup@kmllawgroup.com

BRIAN CRAIG NICHOLAS on behalf of Creditor M&T Bank bnicholas@kmllawgroup.com, bkgroup@kmllawgroup.com

DAVID M. OFFEN on behalf of Debtor Cynthia Muse dmo160west@gmail.com, davidoffenecf@gmail.com;offendr83598@notify.bestcase.com

JENIECE D. DAVIS on behalf of Creditor AMERICAN HERITAGE FEDERAL CREDIT UNION Jeniece@MVR法律.COM, bonnie@mvrlegal.com

KEVIN G. MCDONALD on behalf of Creditor M&T Bank bkgroup@kmllawgroup.com

REBECCA ANN SOLARZ on behalf of Creditor M&T Bank bkgroup@kmllawgroup.com

THOMAS I. PULEO on behalf of Creditor M&T Bank tpuleo@kmllawgroup.com, bkgroup@kmllawgroup.com

United States Trustee USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER, Esq. on behalf of Trustee WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 10

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Cynthia Muse	<u>Debtor</u>	CHAPTER 13
M&T Bank	<u>Movant</u>	NO. 15-17096 ELF
vs.		
Cynthia Muse	<u>Debtor</u>	
William C. Miller Esq.	<u>Trustee</u>	11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$3,188.79, which breaks down as follows;

Post-Petition Payments:	May 1, 2018 to October 1, 2018 at \$531.97/month
Suspense Balance:	\$3.03
<b>Total Post-Petition Arrears</b>	<b>\$3,188.79</b>

2. The Debtor shall cure said arrearages in the following manner;
  - a). By October 31, 2018, the Debtor will bring the loan fully current through October 31, 2018;
  - b). Beginning on November 1, 2018, the Debtor shall pay the present regular monthly payment of \$531.97 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), at the address below;

M&T Bank  
P.O. Box 62182  
Baltimore, MD 21254-2182

- c). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

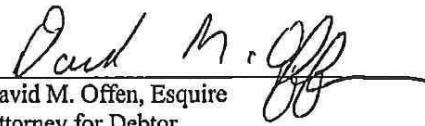
8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: September 21, 2018

By: /s/ Rebecca A. Solarz, Esquire  
Attorney for Movant

Date: 10/10/2018

  
David M. Offen, Esquire  
Attorney for Debtor

Date: 10/15/18

  
William C. Miller, Esquire  
Chapter 13 Trustee

NO OBJECTION

\*without prejudice to any  
trustee rights or remedies.

Approved by the Court this 16th day of October, 2018. However, the court  
retains discretion regarding entry of any further order.

  
Bankruptcy Judge  
Eric L. Frank